

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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Infrastructure Technologies, Inc.,

Court File No.

Plaintiff,

v.

**COMPLAINT AND DEMAND FOR  
JURY TRIAL**

Spiniello Companies,

Defendant.

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Plaintiff Infrastructure Technologies, Inc., (“Infratech”), by and through its undersigned attorneys, as and for its Complaint against defendant Spiniello Companies, (“Spiniello”), states and alleges:

**THE ACTION**

1. This is an action for compensatory damages, costs and attorney’s fees for claims arising under a contract dated October 7, 2009 between Infratech and Spiniello and governed by the laws of the State of Minnesota.

**JURISDICTION AND VENUE**

2. This Court has original jurisdiction of this matter pursuant to 28 U.S.C. § 1332(a), because (i) the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs; and (ii) the matter is between citizens of different states, that is, between Infratech, a citizen of the State of Minnesota, and Spiniello, a citizen of the State of New Jersey.

3. Venue is proper in this district pursuant to 28 U.S.C. § 1391 (b)(c) as the judicial district in which a substantial part of the events and omissions giving rise to the claims occurred.

#### **THE PARTIES**

4. Plaintiff Infratech is a Minnesota corporation with its principal place of business located at 21040 Commerce Boulevard., Rogers, Minnesota 55374.
5. Defendant Spiniello is a corporation organized under the laws of the State of California and its principal place of business is located at 354 Eisenhower Parkway, Livingston, Essex County, New Jersey, 07039.

#### **FACTUAL ALLEGATIONS**

6. Infratech is in the business of pipeline cleaning and inspection, sealing and structural point repair systems, manhole sealing and rehabilitation, structural restoration and application of protective coatings.
7. Spiniello is in the business of construction and rehabilitation of water, wastewater, and related pipelines and facilities.
8. Spiniello entered into a contract with the City of St. Cloud, Minnesota on September 15, 2009 entitled "2009 Sewer Interceptor System Rehabilitation Project – Phase 2, Contract 2009-19" (the "Prime Contract").
9. On October 9, 2009, Spiniello entered into a contract with Infratech (the "Subcontract") under which Infratech, as the subcontractor, was to perform work for Spiniello in relation to Spiniello's work for the City of St. Cloud under the Prime Contract.

10. Infratech performed its work for Spiniello and fulfilled its Subcontract with Spiniello.

11. Infratech also performed additional work that inured to the benefit of Spiniello and thus indirectly to the benefit of the City of St. Cloud.

12. The City of St. Cloud is necessarily involved in this controversy between Infratech and Spiniello and thus is also necessarily involved in the litigation of the controversy and dispute between Infratech and Spiniello.

13. Spiniello refused to pay Infratech in the amount of \$81,336.74 as Spiniello was obligated to do pursuant to the terms of the Subcontract with Infratech.

#### **BREACH OF CONTRACT**

14. Spiniello breached its contract with Infratech.

15. Spiniello's breach of contract caused monetary damages to Infratech in the amount of \$81,336.74.

#### **UNJUST ENRICHMENT**

16. Infratech performed other work necessary to Spiniello's completion of its Project with the City of St. Cloud.

17. The reasonable value of this work is \$42,664.65. Spiniello and thus indirectly, the City of St. Cloud, are unjustly enriched by the retention of the reasonable value of these additional services that Infratech performed. Spiniello is therefore unjustly enriched if Spiniello retains the reasonable value of these services. The reasonable value of these extra services is \$42,664.65.

**WHEREFORE**, plaintiff Infrastructure Technologies, Inc. demands that judgment be entered against defendant Spiniello Companies as follows:

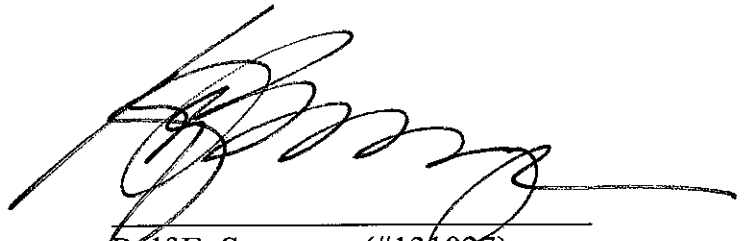
1. \$81,336.74 representing damages because of the breach of contract by Spiniello Companies;
2. \$42,664.65 representing damages for unjust enrichment on the part of Spiniello Companies;
3. Reimbursement of attorney's fees;
4. Pre-verdict interest; and
5. For such further relief as the court deems equitable.

**JURY DEMAND**

Plaintiff Infrastructure Technologies, Inc. hereby demands a jury trial.

11/5/10

Dated



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